

**UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND**

JUDITH POMPEI-SMITH,)	
Defendant)	
)	
v.)	C.A. 1:22-cv-00194-JJM-PAS
)	
WEBSTER BANK, NATIONAL)	
ASSOCIATION,)	
Plaintiff)	

RESPONSE

**TO PLAINTIFF'S FIRST REQUEST FOR THE PRODUCTION OF
DOCUMENTS AND THINGS**

NOW COMES Judith Pompei-Smith, the defendant with my response to Webster Bank, National Association, the plaintiff's request to produce the following documents.

DEFINITIONS - AS REFERENCED IN THE PLAINTIFF'S REQUEST

1. The terms "You" and "Yours" shall mean the defendant, Judith Pompei-Smith.
2. The term "Webster" shall mean the plaintiff, Webster Bank, National Association, its agents, representatives, employees, contractors, and attorneys.
3. The term "Property" or "Premises" shall mean the real estate known and numbered as 370 Larchwood Drive, Warwick, Rhode Island.
4. The "Mortgage" shall refer to the Promissory Note executed by You in favor of Webster Bank, dated February 28, 2003 and which is secured by a Mortgage on the Property.

REQUESTS

1. All documents that you expect to introduce as evidence or to identify at trial or in any motion practice.

I, Judith Pompei-Smith plan to introduce the 64 page Exhibit attached to my Answer to the Complaint with the attached document titled New Exhibits 11-18-2022.

I, Judith Pompei-Smith will re-attach the 64 page Exhibit with this document and ask the Court to Seal it, as the Court also has it Sealed with my Answer.

2. All reports of any expert witness that you have consulted with, retained, or which you expect to present evidence at trial or in any motion practice.

I, Judith Pompei-Smith have not consulted or retained an expert witness regarding this matter.

3. All documents supporting the factual statements made in your answer to the Complaint.

I, Judith Pompei-Smith have supplied the supporting factual statements in the 64 page Exhibit. The 64 page Exhibit is attached to this document.

4. All correspondence or notes of oral communication between You and Webster.

I, Judith Pompei-Smith have supplied all correspondence and notes between myself and Webster Bank in the 64 page Exhibit. As I, Judith Pompei-Smith referenced above, the 64 page Exhibit is attached to this document.

5. All correspondence or notes of oral communication between You and any other person or entity (not including your lawyer) relating to Webster or the Property.

I, Judith Pompei-Smith do not have any correspondence or notes of oral communication between myself and another party, regarding this matter.

6. All correspondence or notes of oral communication between You and the United States Army, or any other governmental office or agency.

I, Judith Pompei-Smith do not have any correspondence or notes of oral communication between myself and the United States Army, or any other governmental office or agency, regarding this matter.

7. All evidence of payments made to Webster since January 1, 2014.

I, Judith Pompei-Smith made a payment of \$10,771.66 to Webster Bank on 12/22/2015.

Please see the attached document titled New Exhibits 11-18-2022, Exhibit #1.

8. All documents showing all sources of your income for the years 2021 and 2022.

Due to the Coronavirus Covid-19 pandemic and my high-risk health status, I collected Unemployment for 10 to 11 months during 2021.

An extension to file my 2021 income taxes was filed. Although, the accountant/tax filing office staff are still behind and to date, have not filed my 2021 income taxes.

Being self-employed during most of 2022 it is impossible for me to provide a total income received, without an accountant completing my 2022 income taxes.

After my 2021 and 2022 income taxes are filed, I will provide requested after the Court agrees to seal this information, upon receipt.

9. All documents that you rely upon in asserting that you qualify as a dependent under the Servicemembers Civil Relief Act.

Please see Exhibit #1, Exhibit #2 and Exhibit #3 in the 64 page Exhibit that was filed with my Answer to the Complaint and is also attached to this response.

10. All documents indicating that Steven M. Smith is currently serving in the armed forces of the United States or its allies.

Please see Exhibit #1, Exhibit #2 and Exhibit #3 in the 64 page Exhibit that was filed with my Answer to the Complaint and is also attached to this response.

11. All documents supporting your assertion that your inability to pay the Mortgage is the result of Steven M. Smith's military service.

Please see Exhibit #1, Exhibit #2 and Exhibit #3 in the 64 page Exhibit that was filed with my Answer to the Complaint and is also attached to this response.

12. All documents that you rely upon in asserting that Webster committed any violation of the Real Estate Settlement Procedures Act.

Please see Exhibit #4, Exhibit #5, Exhibit #6 and Exhibit #7 in the 64 page Exhibit that was filed with my Answer to the Complaint and is also attached to this response.

I, Judith Pompei-Smith recognized Webster Bank's violation of the Real Estate Settlement Procedures Act, as indicated in Section 10 of the Real Estate Settlement Procedures Act (RESPA). RESPA provides protections for borrowers with escrow accounts. Specifically, it limits the amount of money that a lender may require the borrower to hold in an escrow account for paying taxes, hazard insurance and other charges related to the property.

13. All documents that you rely upon in asserting that Webster committed any violation of the Fair Credit Reporting Act.

Please see Exhibit #14 which provides evidence that during a Mortgage Loss Mitigation process Webster Bank was reporting late payments to credit bureaus and then denied the Mortgage Loss Mitigation/Modification based on information reported from a credit reporting agency.

In addition, Webster Bank's other denial reason was borrower has not reaffirmed their debt after a discharged Chapter 7 bankruptcy. That is completely false, as my mortgage was not delinquent when the Chapter 7 bankruptcy was filed in (March, 2013) or when it was discharged in (June, 2013). Please see Exhibit #14.

Also, Loss Mitigation is the process of borrowers and mortgage servicers working together to create a plan to avoid foreclosure. This can be done in several different ways, including through forbearance, repayment plans, loan modification, etc. Although, Webster Bank refused to cancel a scheduled foreclosure after informing me that my loss mitigation package was assigned to their Loss Mitigation Specialist. Please see Exhibit #14 in the 64 page Exhibit that was filed with my Answer to the Complaint and is also attached to this response.

Respectfully submitted,

Judith Pompei-Smith, Defendant, Pro se

Judith Pompei-Smith

Judith Pompei-Smith
370 Larchwood Drive
Warwick, RI 02886
(401) 578-8331
E-Mail: JudiP5163333@Gmail.com

November 18, 2022

CERTIFICATE OF SERVICE

I, Judith Pompei-Smith, hereby certify that on November 18, 2022, I served a copy of the above document by causing the same to be mailed via electronic mail upon the following:

Attorney Brian Hughes
362 Broadway
Providence, RI 02909
E-Mail: Bhughes@brccsm.com

Judith Pompei-Smith

Judith Pompei-Smith, Defendant, Pro se

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